

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Baltimore Division)**

IN RE:

\*

THOMAS TODD COLLINS

\*

Case No. 14-15351-DER

Debtor.

\*

Chapter 7

\* \* \* \* \*

DONNA M. GIORDANO

\*

Adversary No. \_\_\_\_\_

1109 Vail Valley Drive  
Vail, CO 81657

\*

Plaintiff

\*

v.

\*

THOMAS TODD COLLINS

\*

12715 Wilson Avenue  
Fork, MD 21051

\*

Defendant

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\* \* \* \* \*

**COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT**

Donna M. Giordano (“Donna Giordano”), files this Complaint to Determine Dischargeability of Debt from Discharge regarding a judgment debt owed to Donna Giordano by Debtor Thomas Todd Collins (“Todd Collins”), and for cause, states:

**JURISDICTION AND VENUE**

1. This is an adversary proceeding pursuant to Federal Rules of Bankruptcy procedure (“Bankruptcy Rules”) 4007(e) and 7001(6). This Court has jurisdiction over this core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(I) and 1334, and 11 U.S.C. §§ 523 and 727(b).

BACKGROUND FACTS

2. In 2011, Debtor Todd Collins was a 25% owner and Jason G. Giordano (“Jason Giordano”) a 75% owner of Certified Cars, Inc. (“Certified”), a used car dealership and Maryland corporation with a business address of 7513 Ritchie Highway, Glen Burnie, Maryland 21061.

3. At the request of Todd Collins and Jason Giordano, in 2011, Donna Giordano agreed to provide a loan facility to Certified, which she conditioned on a guaranty of the loan obligation by Todd Collins and his spouse and by Jason Giordano and his spouse (the “Loan Facility”).

4. On June 20, 2011, Certified issued a Promissory Note (“First Note”) in the original principal amount of \$600,000.00, plus interest, payable to Donna Giordano as part of the Loan Facility provided by Donna Giordano to Certified.

5. The First Note was guaranteed by Todd Collins and his then wife, Christine Collins (“Christine Collins”), and by Jason G. Giordano and his wife, Nicole T. Giordano.

6. On September 2, 2011, Certified issued a Second Promissory Note (the “Second Note”) in the original principal amount of \$320,000.00, plus interest, payable to Donna Giordano as part of the Loan Facility provided by Donna Giordano to Certified.

7. An executed guaranty of the Second Note bears the signature of Todd Collins, Jason Giordano, and Nicole T. Giordano, and purports to bear the signature of Christine Collins (the “Second Note Guaranty”).

8. On or about September 2, 2011, Jason Giordano saw Todd Collins sign his then spouse’s name, Christine Collins, to the Second Note Guaranty.

9. Upon information and belief, Christine Collins was not present at the time her signature was placed on the Second Note Guaranty by Todd Collins.

10. Upon information and belief, Christine Collins was not aware of and did not authorize her then husband, Todd Collins, to sign her name on the Second Note Guaranty.

11. Upon information and belief, Christine Collins' signature was forged on the Second Note Guaranty by Todd Collins and presented to Donna Giordano as the signature of Christine Collins, even though it was neither Christine Collins' actual nor authorized signature, with the intention that Donna Giordano rely upon the signature as an actual and authorized signature by Christine Collins to the required Second Note Guaranty.

12. Donna Giordano justifiably relied on the genuineness and authority of Christine Collins' signature on the Second Note Guaranty as a condition to releasing the loan proceeds under the Second Note.

13. On March 16, 2012, Donna Giordano provided and subsequently funded an additional loan to Certified in the amount of \$1,250,000.00 (the "2012 Loan"), guaranteed by Todd Collins and Jason Giordano. Additional guarantees were not requested by Donna Giordano in connection with the 2012 Loan based in part on her justifiable reliance on the genuineness and authority of the signatures on the First Note Guaranty and the Second Note Guaranty.

14. Certified subsequently defaulted on its loan obligations to Donna Giordano, under the First Note and Second Note and 2012 Loan.

15. Todd Collins and Christine Collins were granted a Judgment of Absolute Divorce which was entered on May 13, 2013, in the Circuit Court for Carroll County, Maryland, Civil No. 06C12061612.

16. On or about November 12, 2013, Donna Giordano obtained a judgment in Case No. 02-C-13-180085 of the Circuit Court for Anne Arundel County against Certified, Todd Collins, Christine Collins, Jason Giordano, and Nicole Giordano, jointly and severally, in the sum of Two Million, One Hundred Fifty-Nine Thousand, Fourteen Dollars and fifty-eight cents (\$2,159,014.58), attorney's fees in the amount of Twenty-Five Thousand Dollars (\$25,000), and costs of the case, plus post-judgment interest at the legal rate (the "Judgment Debt").

17. On April 4, 2014, Todd Collins filed a voluntary petition for relief under chapter 7 of Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code"), commencing Case No. 14-15351-DER (the "Bankruptcy Case").

18. Todd Collins listed the Judgment Debt on the Schedules in his Bankruptcy Case and is seeking to have the Judgment Debt discharged.

19. A meeting of creditors was held under Section 341 of the Bankruptcy Code on May 15, 2014, at which Todd Collins appeared and testified (the "Meeting of Creditors"). Disposition of the Meeting of Creditors is still pending.

20. At the Meeting of Creditors in the Bankruptcy Case, Todd Collins testified that he only recalled that Christine Collins signed one of the guarantees securing the loan obligations to Donna Giordano.

#### RELIEF REQUESTED

21. The Judgment Debt should be excepted from the general discharge under Section 727, pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, because the Judgment Debt was based on an extension of credit obtained by false pretenses, a false representation, or actual fraud.

WHEREFORE, Donna M. Giordano requests that the Court enter an order finding that the Judgment Debt is excepted from the general discharge of 11 U.S.C. §§ 727, under 11 U.S.C. § 523, and granting such other and further relief as may be just.

DATED: September 30, 2014

/s/ Robin Leone

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